

41. The CLEC loses even more money if intraLATA toll revenue is not included. SWBT's general pricing policy position in Oklahoma is that notwithstanding the purchase of unbundled local switching, the new entrant is not entitled to the intraLATA toll revenue. Although the AT&T/SWBT Arbitration Order was silent on this point,<sup>32</sup> SWBT's SGAT expressly states: "Until IntraLATA Dialing Parity, all intraLATA tolls initiated by ULS Port will be routed to SWBT. The LSP will pay IntraLATA toll rates for such calls. No ULS usage charges will apply to LSP in such event."<sup>33</sup> I understand that this position is contrary to the Act and to the Commission's regulations. The following table illustrates the negative consequences to competition from SWBT's policy of keeping intraLATA toll revenue:<sup>34</sup>

**Residential Single Line Customer Revenue/Platform Cost Analysis**

	<b>PUD 960000218</b>	
	<b>Interim Pricing</b>	<b>SGAT Pricing</b>
	<b>Toll Excluded View</b>	<b>Toll Excluded View</b>
<b>Revenue</b>		
Local	\$27.99	\$27.99
IntraLATA Toll	0.00	0.00
InterLATA Access	<u>2.38</u>	<u>2.38</u>
<b>Total Revenue</b>	<b>\$30.37</b>	<b>\$30.37</b>
<b>Cost of Goods (Platform)</b>	<b>\$37.25</b>	<b>\$42.79</b>
Gross Margin	(\$6.88)	(\$12.42)
Gross Margin Percentage	(22.65)	(40.90)
UNE NRC =		\$ 185.95

<sup>32</sup> This issue was not addressed in the Oklahoma arbitration between AT&T and SWBT because AT&T assumed that SWBT would comply with its obligation under the Act to provide non-discriminatory access to the switch, including its features, functions and capabilities, which would include intraLATA toll revenue. (47 U.S.C. § 251(c)(3) and 47 C.F.R. §§ 51-307; 51.309(b).) It was not until post-arbitration negotiations that SWBT revealed its intent to keep intraLATA toll revenue.

<sup>33</sup> SGAT, Appendix UNE, ¶ 12.10.2.C

<sup>34</sup> This analysis, to the extent that it relates to SGAT pricing, utilizes the rates set forth in the SGAT's Pricing Schedule Appendix.

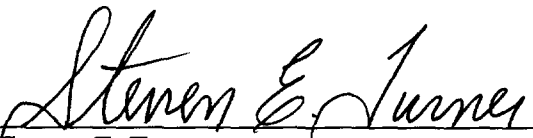
42. To confirm my conclusions across the array of end users, I have prepared additional profiles (Attachment 6) to illustrate that SWBT's UNE prices and discriminatory restrictions placed on use of the unbundled network elements will preclude a CLEC from making any profit, except for that portion of the market represented by the very largest of long distance and intraLATA toll users. This expanded analysis confirms that the SGAT's pricing and its restrictions on collection of intraLATA toll revenues by CLECs will prevent a new entrant from operating profitably, even if it targets those customers that generate 460 minutes of originating and terminating long distance and 180 minutes of originating and terminating intraLATA toll minutes. Simply stated, SWBT's pricing for residential customers provides absolutely no opportunity for competition to develop.

**FCC DOCKET CC NO. 97-121**  
**AFFIDAVIT OF STEVEN E. TURNER**

---

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge and belief.

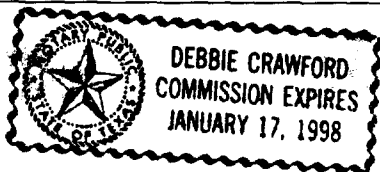
Executed on April 24, 1997.

  
\_\_\_\_\_  
Steven E. Turner

SUBSCRIBED AND SWORN TO BEFORE ME this 24<sup>th</sup> day of April 1997.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



## **ATTACHMENT 1**

## BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF SOUTHWESTERN BELL  
TELEPHONE COMPANY FOR APPROVAL OF  
INTERCONNECTION AGREEMENT WITH  
INTERMEDIA COMMUNICATIONS, INC.  
PURSUANT TO § 252(e) OF THE  
TELECOMMUNICATIONS ACT OF 1996.

**FILED**

JAN 22 1997

COURT CLERK'S OFFICE - OKC  
CORPORATION COMMISSION  
OF OKLAHOMA  
CAUSE NO. FUD 970 000038

APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR APPROVAL  
OF INTERCONNECTION AGREEMENT WITH INTERMEDIA COMMUNICATIONS, INC.

COMES NOW Southwestern Bell Telephone Company ("Southwestern Bell") and hereby files this Application for Approval of Interconnection Agreement (the Agreement), pursuant to § 252(e) of the Telecommunications Act of 1996 (the Federal Act) and OAC 165:55-17-1, *et seq.*, between Southwestern Bell and Intermedia Communications, Inc. ("Intermedia"), and states as follows:

I. Parties

Applicant is Southwestern Bell, with its principal offices in Oklahoma located at 800 North Harvey, Oklahoma City, Oklahoma 73102.

II. Allegations of Fact

Applicant presents to this Commission for approval an interconnection agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment II) and OAC 165:55-17-1, *et seq.* After weeks of intensive good faith negotiations addressing hundreds of complex issues involved in such an agreement, the parties executed

the Interconnection Agreement between Southwestern Bell and Intermedia on December 18, 1996, filed herewith, together with various schedules, exhibits and appendices incorporated therein. All issues have been successfully negotiated and agreed upon. Therefore, no arbitration of any issue is required.

Applicant seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and OAC 165:55-17-1, *et seq.* Southwestern Bell believes that the implementation of this Agreement complies fully with § 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides for interconnectivity between the parties' respective networks and will lead to increased customer choices for telecommunications services once Reconex's proposed tariffs are approved.

Applicant respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and Southwestern Bell believes that procedures for review of the Agreement should be designed to permit expeditious implementation thereof, and that interventions should be strictly limited consistent with the scope of review specified by the Federal Act and the Commission's applicable rules.

The applicable standard of review is set forth in § 252(e) of the Federal Act and has been substantively adopted by this Commission in OAC 165:55-17-7(e). Section 252(e) provides as follows:

**(e) APPROVAL BY STATE COMMISSION**

- (1) APPROVAL REQUIRED.** — Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.** — The State commission may only reject —
  - (A)** an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that —
    - (I)** the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
    - (II)** the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity;

The affidavit of L. Bruce Sparling, Director-Competitive Assurance for Southwestern Bell, establishes that the Agreement submitted herein satisfies these standards (Affidavit, Attachment I).

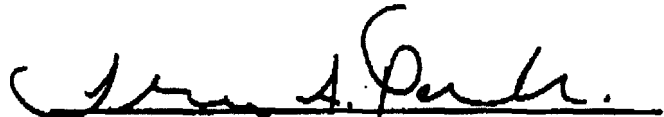
**III. Legal Authority**

The Commission is vested with requisite authority pursuant to Article IX, § 18 of the Oklahoma Constitution, 17 O.S. § 131, *et seq.*, OAC 165:55, *et seq.*, and 47 U.S.C. § 252(e).

**IV. Relief Sought**

WHEREFORE, Applicant respectfully requests that the Commission approve the Interconnection Agreement between Southwestern Bell and Intermedia, and such additional relief as the Commission deems proper and reasonable.

Respectfully submitted,



ROGER K. TOPPINS, OBA #15410  
TRACY A. PARKS, OBA #14292  
800 North Harvey, Room 310  
Oklahoma City, OK 73102  
Telephone: (405)291-6751/291-6483

ATTORNEYS FOR SOUTHWESTERN BELL  
TELEPHONE COMPANY

**CERTIFICATE OF MAILING**

On this 23<sup>rd</sup> day of January, 1997, a true and correct copy of the foregoing was mailed, postage prepaid, to:

Maribeth Snapp, Deputy General Counsel  
Oklahoma Corporation Commission  
Jim Thorpe Building  
Oklahoma City, OK 73105

Rick Chamberlain  
Office of the Attorney General  
112 State Capitol Building  
Oklahoma City, OK 73105





## BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF SOUTHWESTERN BELL )  
 TELEPHONE COMPANY FOR APPROVAL OF )  
 INTERCONNECTION AGREEMENT WITH )  
 INTERMEDIA COMMUNICATIONS, INC. )  
 PURSUANT TO § 252(e) OF THE )  
 TELECOMMUNICATIONS ACT OF 1996. ) CAUSE NO. PUD 970 \_\_\_\_\_

AFFIDAVIT OF L. BRUCE SPARLING

STATE OF OKLAHOMA )  
 ) ss:  
 COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public, on the 25<sup>th</sup> day of January, 1997, personally appeared L. Bruce Sparling, Director-Competitive Assurance for Southwestern Bell Telephone Company ("Southwestern Bell") who, upon being duly sworn on oath, deposed and said the following:

1. My name is L. Bruce Sparling. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Director-Competitive Assurance for Southwestern Bell, and I have knowledge concerning the Interconnection Agreement between Southwestern Bell and Intermedia Communications, Inc. ("Intermedia") on behalf of Southwestern Bell. I have personal knowledge of the provisions of the Agreement. The parties diligently negotiated under the Telecommunications Act of 1996, culminating in an executed agreement on December 18, 1996.
2. The Interconnection Agreement, together with its schedules, exhibits and appendices incorporated therein, are an integrated package and are the result of good faith arm's-length negotiation and compromise between competitors.
3. The implementation of this Interconnection Agreement is consistent with the public interest, convenience and necessity. Once Intermedia has effective tariffs and an approved Certificate of Convenience and Necessity, the Interconnection Agreement will allow the exchange of traffic between Southwestern Bell and Intermedia, furthering the transition of telecommunications competition in the State of Oklahoma, a policy which has

been advocated by this Commission and the United States Congress. The Agreement allows diversity in providers, provides for interconnectivity and increases customer choices for telecommunications services.

4. This Interconnection Agreement is pro-competitive in that it allows for Intermedia to compete with Southwestern Bell as a provider of local exchange service. The Interconnection Agreement allows Intermedia's customers to be able to make and receive local telephone calls to the same extent as they could in receiving local telephone service from Southwestern Bell, including the ability to have their names listed in the Southwestern Bell white pages, access to 911 with no disparity in dialing, and an ability to place and receive alternatively billed calls.
5. Implementation of the Interconnection Agreement will provide end users with additional choice for local telephone service subject to the same service quality standards and service capabilities as those required by the Commission's rules and which end users have traditionally come to expect from their local service provider.
6. This Interconnection Agreement does not discriminate against any telecommunications carriers. The Agreement is available to any similarly situated telecommunications service provider in negotiating a similar agreement.
7. The Interconnection Agreement provides Intermedia access and interconnection to Southwestern Bell network facilities for the provision of telecommunications services to both residential and business customers.

Further affiant sayeth not.

  
\_\_\_\_\_  
L. BRUCE SPARLING  
Director-Competitive Assurance

Subscribed and sworn to before me this 23<sup>rd</sup> day of January, 1997.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

5/25/00

## AGREEMENT

This Agreement is between Intermedia Communications, Inc. ("ICI") and Southwestern Bell Telephone Company ("SWBT") (collectively, "the Parties") entered into this 19th day of December, 1996.

WHEREAS, the Parties wish to establish terms for interconnection for purposes of exchanging local, intraLATA interexchange and interLATA interexchange traffic pursuant to the Telecommunications Act of 1996 (the "Act"), and the Public Utility Regulatory Act of 1995 (PURA '95);

WHEREAS, ICI desires to provide local exchange service to residential and business end users predominantly over its own telephone exchange service facilities in SWBT territory;

THEREFORE, the Parties hereby agree as follows:

### I. DEFINITIONS

Definitions of the terms used in this Agreement are listed in Appendix DEFINE, attached hereto and incorporated by reference.

### II. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall provide for interoperation of their networks as stated below:

#### A. Parties shall interconnect their facilities as follows:

##### 1. ICI shall interconnect with SWBT's facilities as follows:

- a. In each SWBT exchange area in which ICI chooses to offer local exchange service, ICI, at a minimum, will interconnect its network facilities to (a) each SWBT access tandem(s), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) subtending that local tandem(s). SWBT End Offices ("EO") and tandems through which ICI will terminate its traffic will be called Designated Connecting Offices ("POIs") and are identified in Appendix POI attached hereto and incorporated herein by reference. As ICI initiates exchange service operations in additional SWBT exchange areas, SWBT and ICI shall agree upon additional POIs in each new exchange area. ICI agrees that if SWBT establishes additional tandems in an exchange area within which ICI offers local exchange service, ICI will interconnect to the additional tandems.

## **ATTACHMENT 2**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF ERNEST G.	)	
JOHNSON, DIRECTOR OF THE	)	CAUSE NO. PUD
PUBLIC UTILITY DIVISION,	)	970000064
OKLAHOMA CORPORATION	)	
COMMISSION TO EXPLORE THE	)	
REQUIREMENTS OF SECTION 271	)	
OF THE TELECOMMUNICATIONS	)	
ACT OF 1996.	)	

TRANSCRIPT OF PROCEEDINGS

April 14, 1997

OFFICIAL REPORTER:

Bertha McMurry

A P P E A R A N C E S

JOHN GRAY, Assistant General Counsel for the Oklahoma Corporation Commission, Public Utility Division, appeared for the Commission Staff;

RONALD E. STAKEM and STEPHEN F. MORRIS, Attorneys, appeared for MCI Telecommunications Corporation;

JENNIFER JOHNS, Attorney, appeared for Cox Communications of Oklahoma.

JACK P. FITE, KATHLEEN M. LaVALLE, MICHELLE S. BOURIANOFF, Attorneys, appeared for AT&T.

NANCY THOMPSON and MARTHA JENKINS, Attorneys, appeared for Sprint Communications Company, L.P.

MICKEY MOON and DARA DERRYBERRY, Attorneys, appeared for the Attorney General;

ROGER TOPPINS and AUSTIN C. SCHLICK, Attorneys, appeared for Southwestern Bell Telephone Company.

J. FRED GIST, Attorney, appeared for Brooks Fiber Communications Oklahoma, Inc. and Brooks Fiber Communications of Tulsa, Inc.

\* \* \* \* \*

This Cause PUD 970000064 came on for hearing on the 16th day of April, 1997 before Robert E. Goldfield, Administrative Law Judge for the Corporation Commission of the State of Oklahoma for the purpose of taking testimony and reporting thereon;

The Cause was called for hearing, and the following proceedings were had:

1 sworn statements by Mr. Ed Cadieux on behalf of Brooks Fiber in  
2 the cause. They are numbered on the Exhibit List as No. 33 and  
3 44, and by virtue of your previous comments, I assume those are  
4 already in the record.

5 Mr. Cadieux prepared a summary of his testimony. I have  
6 that available if you would like that. We do have that  
7 available if you so desire.

8 The only other comment that I did want to make-- And we  
9 would point out also that Mr. Kadieux is present and available.  
10 We would submit him for cross-examination by any party who would  
11 so choose.

12 THE COURT: Is there any cross examination?

13 MR. MOON: I would like to examine, Your Honor.

14 THE COURT: Mr. Cadieux, you make take the stand.  
15 Is there any objection to accepting Mr. Kadieux's testimony into  
16 the record subject to cross-examination. (Negative responses.)  
17 (Witness sworn.)

18 EDWARD CADIEUX

19 called as a witness, and after having been duly sworn, testified  
20 on his oath as follows, to wit:

21 CROSS EXAMINATION

22 BY MR. MOON:

23 Q This is labeled "Brief in Support of Application by SBC  
24 Communications, Inc., Southwestern Bell Telephone Company and  
25 Southwestern Bell Long-Distance for Provision of End Region

1 InterLATA Services in Oklahoma." It was submitted as part of  
2 the draft application by Southwestern Bell in this cause.

3 Mr. Kadieux, I would like to direct your attention to page  
4 6 of this draft brief and ask you to read the sentence that I  
5 have marked into the record.

6 A "Brooks Fiber commenced serving both residential and  
7 business customers over its own facilities on January 15, 1997  
8 and thus qualifies as a facilities-based competitor not only in  
9 the ordinary sense but also under the narrow definition set out  
10 in Subsection 271(c)(1)(a)."

11 Q Can you explain to the Court whether that statement is  
12 true? Or just elaborate, based on your position with Brooks  
13 Fiber.

14 A Can I have that in front of me again?

15 Q Sure.

16 A Well, the statement is inaccurate, erroneous in at least  
17 one if not two respects. Maybe it's three respects.

18 First of all, Brooks does not serve--has not; does not--has  
19 not at any time served residential customers over its own  
20 facilities in Oklahoma. Period. In Brooks' view, depending on  
21 how you interpret the statute, but for purposes of Section  
22 271(c)(1)(a), Brooks does not believe that it is serving  
23 residential customers in any manner relevant to Section  
24 271(c)(1)(a), whether over its own facilities or over resold  
25 facilities, which is what is happening. The residential



1 "customers" that we have are all Brooks employees. We consider  
2 them test customers. We have not made any general offering of  
3 service to residential customers.

4 Q How many residential customers, which are your employees--

5 A Four, total, in the state of Oklahoma.

6 And finally, the last point is the definition of Section  
7 271(c)(1)(a), and I won't go into the detail there, but  
8 obviously we have a significantly different interpretation of  
9 that provision of the statute.

10 Q Is Brooks Fiber currently actively marketing residential  
11 service in Oklahoma?

12 A No.

13 Q And the four residential customers that Brooks Fiber  
14 currently is providing service to is on a resold basis?

15 A Reselling Southwestern Bell's dial tone local exchange  
16 service. Yes.

17 Q So you would not call yourself a facilities-based provider  
18 as it relates to residential customers?

19 A Absolutely not. Not at this point.

20 Q Is it true that 27 percent of Southwestern Bell's  
21 residential lines and a substantially higher percentage of  
22 Southwestern Bell's business lines in Tulsa are within 1,000  
23 feet of Brooks Fiber's existing network?

24 A I have not had an opportunity to make an independent  
25 evaluation of that and confirm the accuracy of that. I guess

1 what I would say is, I would hope that our network runs  
2 somewhere in the vicinity of substantial numbers of Southwestern  
3 Bell's customers, otherwise, we have done a pretty poor job of  
4 network planning. But obviously, I have a much different  
5 opinion as to what implications that has currently in terms of  
6 competition.

7 Q If that is the case, would it be reasonable to think that  
8 Brooks Fiber would currently be serving a much higher number of  
9 residential business customers than they actually are?

10 A Well, the reason-- There are a couple of reasons why we  
11 are not.

12 THE COURT: I am going to ask you to just answer the  
13 question. That was a yes or no. He didn't ask you the reason.

14 A Okay. Could you ask the question again?

15 Q I will rephrase it: Why is Brooks Fiber-- If this is the  
16 case, that such a high percentage of Southwestern Bell's  
17 residential lines and business lines are in such close proximity  
18 to Brooks Fiber's existing network, why is Brooks Fiber not  
19 serving a higher number of customers than that?

20 A There are at least four reasons that I can think of off the  
21 top of my head. One, we just started our initiation of service  
22 in any manner fairly recently. January.

23 Secondly, Brooks has never intended to be in the resale  
24 business on any pervasive, broad sense. As a result of that,  
25 our primary methods of accessing customers are either connecting

1 customers directly to our fiber or connecting customers through  
2 the use of unbundled loops. We are not serving customers  
3 currently through use of unbundled loops for reasons that I  
4 described in my testimony because we have not completed the co-  
5 locations as yet. We are only serving a limited number of  
6 customers off of our fiber ring because by the nature of the  
7 service, it is only economical for business customers and  
8 business customers of a certain size to connect directly to the  
9 fiber ring.

10 Our main desire long term is to serve as many customers as  
11 we reasonably can by unbundled loops, but we don't have that  
12 current availability right now.

13 Q Could you explain the facilities-based service that you are  
14 currently providing to business customers?

15 A Well, the facilities-based service we are providing to  
16 business customers is a subpart of the service we are providing  
17 to our business customers; that is, directly connecting business  
18 customers who are located in close proximity to our fiber loop,  
19 directly connecting them to our fiber. The transmission then  
20 runs to our switch and from there is switched out either back to  
21 our customers or, more likely, over the Southwester Bell network  
22 to terminate with Southwestern Bell customers. That is the  
23 facilities-based business customers we have right now.

24 We also have other business customers that are not  
25 facilities based, in my opinion.

## **ATTACHMENT 3**

APR-30-1997 15:57

P.02



February 21, 1997

Thomas C. Behner  
Senior Telecommunications Analyst  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: KCC Staff Data Requests - Docket No. 97-SWBT-411-GIT

Dear Mr. Behner:

Enclosed please find the responses of Brooks Fiber Communications to Staff's First Set of Data Requests in the above-referenced Docket. If you have any questions concerning these responses, please feel to contact me at (314) 579-4637.

Very truly yours,

A handwritten signature in cursive script that reads "Edward J. Cadieux".

Edward J. Cadieux  
Director, Regulatory Affairs - Central Region

**RESPONSES OF BROOKS FIBER COMMUNICATIONS  
TO KCC STAFF'S FIRST SET OF DATA REQUESTS  
DOCKET NO. 97-SWBT-411-GT**

**I. Do you have an interconnection agreement with SWBT-K?**

Response: Brooks has recently signed a Resale Agreement and a separate, Interconnection Agreement applicable to Kansas. The Resale Agreement incorporates-by-reference a resale agreement which was previously entered into between SWBT and FAST Connections, Inc., and which has previously been approved by the Kansas Corporation Commission. The Resale Agreement was executed by the parties on February 6, 1997 and filed with the Commission on February 11, 1997. It is pending Commission approval in Docket No. 97-BFCC-468-IAT. The Kansas Interconnection Agreement was executed by the parties on February 10, 1997 and Brooks anticipates that the document will be filed with the Commission in the next several days.

**II. Are you currently in negotiation with SWBT-K for an interconnection agreement?**

Response: No, negotiations were concluded within the last two weeks, culminating in the Interconnection Agreement described in the immediately preceding response.

**III. Is your company currently providing local exchange services in Kansas?**

Response: No.

**IV. Are you currently advertising your local exchange service offerings?**

A: No.

**V. If the answer to question No. III is YES:**

A. To how many residential customers are you currently providing local exchange service and the number of lines in service for these customers?

Response: Not applicable.

B. To how many business customers are you currently providing local exchange service and the number of lines in service for these customers?

Response: Not applicable.

C. What other services are you providing to these customers other than the access line?

Response: Not applicable.

D. In which geographic areas in Kansas are these services being provided?

Response: Not applicable.

E. Are these services being provided via your own facilities, resold services, unbundled elements or a combination?

Response: Not applicable.

F. Are you providing local exchange service using SWBT-K facilities in a manner other than on the basis of your interconnection agreement? If so, please describe.

Response: Not applicable.

G. If applicable, what are the average provisioning intervals and maintenance times for services SWBT-K provides?

Response: Not applicable.

H. As related to the provisioning of local exchange service; please describe the facilities in operation you have in SWBT-K certified area including the number, type and location of switches.

Response: Not applicable.

I. Provide description and status of all complaints made to SWBT-K or governmental authorities regarding access or ability to resell their services.

Response: Not applicable.

J. Has SWBT responded in good faith in all areas of your Interconnection Agreement? If not, please explain.

Response: In Brooks' opinion, SWBT responded in good faith in the process of negotiating the Interconnection Agreement for Kansas. It should be noted, however, that there are significant differences in opinion between Brooks and SWBT regarding whether various rates, terms and conditions contained in the Interconnection Agreement are consistent with the substantive standards contained in Section 251 and Section 252 (d) of the Act. In executing the Interconnection Agreement, Brooks acknowledges only that it satisfies the Section 252 (e) standards for negotiated (rather than arbitrated) interconnection agreements.

Brooks would also state that because the Kansas Interconnection Agreement was only signed very recently, its experience regarding implementation of this particular agreement is limited. The one area in which Brooks does have some experience regarding interconnection implementation issues related to its Kansas network is in the area of collocation, since Brooks submitted (and SWBT accepted for processing) applications for physical collocations at various SWBT central offices in the Kansas City area prior to execution of the Kansas Interconnection Agreement. While deployment of those collocations is still in progress, Brooks can state generally that there are significant differences in opinion between Brooks and SWBT concerning the reasonableness of the collocation prices quoted by SWBT, and regarding the processing time frames associated with making collocation spaces available. Brooks believes that the collocation prices are excessive, and that the time frames required by SWBT to process Brooks' collocation applications have been unreasonably long.

K. What points of interconnection with SWBT-K are available including collocation?

Response: The Kansas Interconnection Agreement provides that in each SWBT exchange area in which Brooks offers local exchange service Brooks will, at a minimum, interconnect its network facilities to each SWBT access tandem, and either (a) to each SWBT local tandem or (b) each SWBT end office subtending such local tandem. Additional points of interconnection may be required for access to services such as Directory Assistance, Operator Services, and 911/E911 Service. See, Section II.A.1. The agreement provides that SWBT will make available to Brooks virtual collocation under the same rates, terms, and conditions as contained in SWBT's interstate virtual expanded interconnection tariff, and will make physical collocation available, "...under the same terms and conditions available to similarly situated carriers at the time of such request." See, Section II.B.2. and 3. See, also, Appendix "NIM" (Network Interconnection Methods) regarding physical collocation under the agreement. Physical collocation applications are priced and processed by SWBT on an individual case basis. The agreement also makes available "SONET-based Interconnection" as an option.



**L. Has SWBT-K provided the following to your company in accordance with the Telecommunications Act of 1996? If not, please explain:**

- 1. interconnection**
- 2. access to network elements**
- 3. access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT-K**
- 4. access to 911 and E911.**
- 5. directory assistance**
- 6. operator call completion**
- 7. white pages directory listings**
- 8. telephone numbers for assignment**
- 9. access to databases and associated signalling necessary for call routing and completion**
- 10. number portability**
- 11. services or information necessary to implement local dialing parity**
- 12. reciprocal compensation arrangements**

**Response:** The Kansas Interconnection Agreement provides for each of the above-identified items. Because Brooks and SWBT have only recently executed the Kansas Interconnection Agreement, SWBT is not yet actually providing any of the above-listed items to Brooks. Further, Brooks cannot confirm that the rates, terms and conditions specified in the agreement are consistent with substantive standards of Sections 251 and 252 (d) of the Act. This reservation includes, but is not necessarily limited to, the rates contained in the agreement for each of these items. In the process of negotiations for this agreement, Brooks did not have access to SWBT's cost studies, and Brooks made no assessment of whether such rates are consistent with the pricing standard contained in Section 252 (d). Nor was such an evaluation required as part of Brooks' negotiations with SWBT, since compliance with the substantive standard of Section 251 is not required under the Act for negotiated agreements; instead, only the more limited standards of Section 252 (e) are applicable to such agreements. Until a comprehensive investigation of SWBT's costs of interconnection, unbundled network elements, the avoided cost associated with resale, and other items related to interconnection is completed by the Commission, Brooks is without a basis for determining whether SWBT's rates are consistent with the Section 251 standard.